

APPENDIX E

**LIST OF OU 1 AND OU 9 DOCUMENTS
PRODUCED UNDER UAOS**

OU 9 Documents

March 21, 1994	Supporting Plans for SVE
March 23, 1994	Revised O&M Plan, SAP and QAPP for SVE, Phase I
August 5, 1994	Approval with Modification for 100% SVE Design
October 14, 1994	Full-Scale SVE Design & Preconstruction Submittal
January 17, 1995	Approval with Modifications for 100% Design and Preconstruction Submittal
Sept. 20, 1995	Health & Safety Plan for SVE
October 10, 1995	Construction Drawings for SVE
Nov. 20, 1995	Reissue of O&M Plan for SVE, 1 st cycle
January 3, 1996	Revised Drawings for SVE
May 17, 1996	Reissue O&M Plan, revision 0, for SVE
May 20, 1996	Reissue of SAP/QAPP for SVE
July 17, 1996	Addendum to May 1996 SAP/QAPP
March 3, 2000	Amendment # 4 to OU 9 UAO
May 12, 2000	O&M Plan for SVE, Phase II
Nov. 9, 2000	EPA comment letter for SVE, Phase II O&M Plan
March 12, 2001	Dravo's Response to comments on Draft Design
May 4, 2001	Revised Phase II SVE Design & Responses to EPA 3/28/01 Letter
May 7, 2001	Amending the Phase II SVE Design
June 22, 2001	EPA Approval with Modifications for Phase II SVE Design
October 5, 2001	B&V Data Evaluation Report for SVE

OU 1 Documents

April 30, 1996	Interim Ground Water Monitoring Plan
December 16, 1996	Review & Approval w/ Modifications to RD Work Plan
February 11, 1999	RA Work Plan & Supporting Plans for GW including SAP, QAPP, O&M Plan, H&S Plan and Waste Mgmt. Plan
November 27, 1999	DDC System, O&M Manual
March 12, 2001	Revised Phase III Ground Water RA Design Report
June 29, 2001	EPA Approval with Modifications for Phase III GW Interim Action
May 31, 2002	Revised SAP for Phase III Ground Water
May 31, 2002	Revised QAPP for Phase III Ground Water
April 30, 2002	Health & Safety Plan for Phase III Ground Water
May 6, 2002	O & M Plan for Phase III Ground Water
September 18, 2002	Revisions to Phase III Ground Water Design

NOTICE OF ENVIRONMENTAL COVENANT

This Notice of Environmental Covenant is made this 4th day of May, 2005, by and between DESCO CORPORATION, an Ohio Corporation ("Grantor"), and DRAVO CORPORATION, a Pennsylvania Corporation ("Holder/Grantee"), pursuant to the Uniform Environmental Covenants Act, 2005 Neb. Laws 298 ("Act").

RECITALS

- A. WHEREAS, Grantor is the owner of real property located in the County of Adams, State of Nebraska, more particularly described as follows:

Tract I: A tract of land comprising a part of Lots Three (3), Four (4) and Five (5), in Block Twenty-Six (26), in Johnson's Addition to the City of Hastings, Adams County, Nebraska, more particularly described as follows: Beginning at a point on the East line of said Block 26, said point being 2.44 feet North of the Southeast corner of said Lot 5; thence Westerly parallel to the South line of said Lot 5, a distance of 135 feet; thence northerly parallel to the West line of said Lots 3, 4, and 5, a distance of 70.44 feet; thence Easterly a distance of 135 feet to a point on the East line of said Block 26, said point being 1.21 feet South of the Northeast Corner of said Lot 3; thence Southerly along the East line of said Block 26, a distance of 71.35 feet to the point of beginning.

Tract II: All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (sic) (26), in Block Twenty-seven (27), Johnson's Addition to the City of Hastings, Adams County, Nebraska, together with the vacated alley in said Block situated between said Lots One to Seven (1 to 7), inclusive, on the East and Lots Twenty to Twenty-six (20 to 26), inclusive, on the West. Except all minerals of every kind and character underlying the surface of said Lots Eight to Thirteen (8 to 13), inclusive, and all rights and easements in favor of the estate of said minerals.

(the "Property"); and

- B. WHEREAS, the Property is part of the Colorado Avenue Subsite of the Hastings Ground Water Contamination Site, depicted on the map attached hereto as Exhibit 1, and placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B by publication at 51 Federal Register 21054 on June 10, 1986; and
- C. WHEREAS, i) the Property is subject to environmental response action, pursuant to the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, ii) such response action is an "environmental response project" as defined by the Act, and iii) the United States Environmental Protection Agency is the "Agency" as defined by the Act; and

- D. WHEREAS, the Regional Administrator for EPA Region VII (EPA Regional Administrator) selected soil vapor extraction ("SVE") as an interim remedy for the source control operable unit in a Record of Decision ("ROD") for the Subsite issued on September 28, 1988, and the EPA Regional Administrator selected extraction and treatment as an interim remedy for the ground water operable unit in a ROD for the Subsite issued on September 30, 1991, and the EPA Regional Administrator selected in situ treatment for the Subsite as an option to extraction and treatment for an interim ground water remedy for the ground water operable unit in an amendment to the September 30, 1991 ROD issued on May 20, 1998; and
- E. WHEREAS, the administrative record for the environmental response actions reflected in this covenant is located at the Hastings Public Library at 4th and Denver Streets, Hastings, Nebraska and the EPA Region VII Office at 901 N. Fifth Street, Kansas City, Kansas; and
- F. WHEREAS, the parties hereto have agreed, i) to grant a permanent right of access over the Property to the Holder/Grantee for purposes of implementing, facilitating and

monitoring the source control and ground water remedies required by the EPA and ii) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

- G. WHEREAS, Grantor wishes to cooperate fully with Holder/Grantee in the implementation of all environmental response actions required by EPA and performed at the Property;

NOW, THEREFORE:

1. Grant: Grantor, on behalf of itself, its successors, and assigns, in consideration of the performance by the Holder/Grantee of environmental response actions required by EPA, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the Holder/Grantee and its successors and assigns, with general warranties of title, i) the perpetual right to enforce use restrictions set forth below, and ii) an environmental covenant of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.
2. Purpose: It is the purpose of this instrument to give the Holder/Grantee the right to remediate past environmental contamination and reduce the risk of exposure to contaminants for human health and the environment.
3. Restrictions on Use: The following covenants, conditions, and restrictions apply to the use of the Property, run with the land, and are binding on the Grantor.
 - a. The Property shall not be used, developed or operated in any manner that violates any applicable state or federal laws, rules, and regulations and/or zoning requirements.
 - b. The Property shall not be used or developed in any manner that shall impair, degrade or compromise the remediation performed pursuant to the Unilateral Administrative Orders issued by EPA to the Grantor and the Holder/Grantee, captioned *In the Matter of the Hastings Ground Water Contamination Site, Colorado Avenue Subsite*, Docket Numbers 90-F-0040 and VII-93-F0019.
 - c. The Property shall not be used or developed in any manner that would interfere with the two existing pits depicted on Exhibit 2, attached hereto without prior EPA approval.
 - d. The Property shall not be used to store, treat or dispose of wastes of any kind, except garbage, rubbish, trash or other non-hazardous wastes which shall be disposed of in accordance with all applicable laws, rules and regulations of governmental authorities.

- e. Ground water beneath the Property shall not be used as a source of drinking water or for other direct contact purposes.
 - f. The Property shall have no development except that specified in any engineering plans approved by the Development Services Department of the City of Hastings and any of its successor departments.
 - g. The Property shall have no development which interferes with the existing SVE system as depicted on Area 3 of the map attached as Exhibit 3, unless approved by EPA. The SVE system consists of:
 - 1. monitoring probes
 - 2. SVE wells
 - 3. underground piping
 - 4. above ground piping
 - 5. SVE vacuum facility treatment building
 - h. The Property shall have no development which interferes with planned installation of shallow SVE wells and vent wells, as depicted on the map attached hereto as Exhibit 4, unless approved by EPA.
 - i. The Property shall not be used or developed in any manner that would interfere with existing gas and electric utilities connected with the SVE vacuum treatment facility building (depicted in Exhibit 3) without prior EPA approval;
 - j. The storm sewer located on the Property shall not be modified without prior approval by the City of Hastings and consent by EPA.
4. Modification of Restrictions: The above restrictions may be modified, or terminated in whole or in part, in writing by Holder/Grantee with prior approval from EPA. If requested by Holder/Grantee, such writing will be executed by Grantor in recordable form.
5. Environmental Protection Easement: Grantor hereby grants to Holder/Grantee an irrevocable permanent and continuing right of access at all reasonable times to the Property. The purposes for such access are as follows.
- a. Implementing the response actions required by EPA, including, but not limited to, installing monitoring probes, SVE wells, and ground water wells; maintaining the SVE treatment building facility and all probes, wells, and piping;
 - b. Verifying any data or information submitted to EPA;

- c. Verifying that no action is being taken on the Property in violation of the terms of this instrument or of any federal or state environmental laws or regulations;
 - d. Monitoring response actions on the Property, including, but not limited to, sampling of air, ground water, soil-gas, and soils;
 - e. Conducting periodic reviews of the interim remedies, including, but not limited to, reviews required by applicable statutes and regulations;
 - f. Implementing additional or new response actions if EPA determines that such actions are necessary to protect the environment because the response actions have proven to be ineffective or because new technology has been developed which will accomplish the purposes of the selected remedies in a significantly more efficient or cost effective manner and, that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.
6. Reserved Rights of Grantor: Grantor hereby reserves unto itself and its successors, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.
7. Rights of Entry: Nothing in this document shall limit or otherwise affect the Grantee's rights of entry and access provided by law.
8. No Public Access and Use: No right of access or use by the general public to any portion of the Property is conveyed by this instrument.
9. Notice Requirement: Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to, deeds, leases and mortgages, a notice which is in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Holder/Grantee with a certified true copy of said instrument and, if it has been recorded in the office of the Adams County Register of Deeds, its recording reference.
- NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN ENVIRONMENTAL COVENANT, DATED _____ 2005, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF ADAMS COUNTY, NEBRASKA ON _____, 2005 AS INSTRUMENT NUMBER _____ IN FAVOR OF, AND ENFORCEABLE BY, DRAVO CORPORATION, A PENNSYLVANIA CORPORATION, ITS SUCCESSORS AND ASSIGNS.
10. Enforcement: The Holder/Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. All reasonable costs and expenses of Holder/Grantee, including, but not limited to, attorneys' fees, incurred in any such

enforcement action, shall be borne by Grantor or its successors in interest to the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity. Any forbearance, delay or omission by Holder/Grantee to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by Holder/Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of Holder/Grantee under this instrument. The EPA, as the Agency shall also be entitled to enforce the terms of this instrument, consistent with the Act.

11. Damages: Holder/Grantee shall be entitled to recover damages for violations for any terms of this instrument, or for any injury to the remedies required by EPA, to the public or to the environment protected by this instrument.
12. Waiver of Certain Defenses: Grantor hereby waives any defense of laches, estoppel or prescription.
13. Covenants: Grantor hereby covenants to and with Holder/Grantee and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property, that Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of encumbrances, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof.
14. Notices: Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to any other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as stated below.

To Grantor:
Desco Corporation
150 East Campus View Blvd.
Columbus, Ohio 43054
Attn: Roger D. Bailey

To Grantee:
Dravo Corporation
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222
Attn: General Counsel

15. General Provisions:
 - a. Controlling law – The interpretation and performance of this instrument shall be governed by the laws of the State of Nebraska.
 - b. Liberal construction – Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of protecting human health and the environment. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any other interpretation that would render it invalid.
 - c. Severability – If any provision of this instrument, or the application of it to any person or circumstance, or the application of such provisions to persons or

circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

- d. Entire Agreement – This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
- e. No Forfeiture –Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- f. Successors – The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The term "Grantor", wherever used herein, and any pronouns used in place thereof, shall include DESCO CORPORATION, an Ohio Corporation, and its personal representatives, successors, and assigns. The term "Holder/Grantee", wherever used herein, and any pronouns used in place thereof, shall include DRAVO CORPORATION, a Pennsylvania Corporation, and its personal representatives, successors, and assigns. The rights of Grantor and Holder/Grantee under this instrument are freely assignable, subject to the notice provisions herein.
- g. Amendment –Grantor and Holder/Grantee may amend this Environmental Covenant only with prior EPA approval.
- h. Termination of Rights and Obligations –Grantor's rights and obligations under this instrument terminate upon transfer of Grantor's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- i. Captions – The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- j. Counterparts – The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto DRAVO CORPORATION, a Pennsylvania Corporation, its successors and assigns forever.

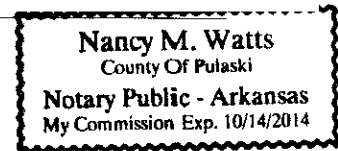
In witness whereof, Grantor has caused this Agreement to be signed in its name.
Executed the 4 day of May, 2005.

For DESCO CORPORATION,
an Ohio Corporation

STATE OF Arkansas)
COUNTY OF Pulaski)

The foregoing instrument was acknowledged before me on the 4 day of May, 2005 by ROGER BAILEY.

Notary Public



This easement is accepted this 9th day of May 2005.

DRAVO CORPORATION,
a Pennsylvania Corporation

On behalf of the United States Environmental Protection Agency, Region VII:

Cecilia Tapia
Director
Superfund Division



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

December 24, 2003

Ms. Lisa Potts
Project Coordinator
Dravo Corporation
11 Stanwix Street
Pittsburgh, Pennsylvania 15222

Dear Ms. Potts:

RE: Colorado Avenue Subsite Ground Water Remedial Action Project
Hastings Ground Water Contamination Site
Unilateral Administrative Order, Docket No. VII-93-F-0019

As you are aware, the potentially responsible parties (PRPs) for the North Landfill and FAR-MAR-CO subsites have been conducting response activities under administrative orders. Their efforts culminated in the preparation of a comprehensive report entitled Five-Year Evaluation Report of the Performance of Well D, FAR-MAR-CO Subsite, Ground Water Operable Unit #06 Hastings Ground Water Contamination Site (Well D Report). This report, enclosed with this letter, presents ground water data, results of computer model simulations and a 30-page narrative discussion followed by conclusions.

The U. S. Environmental Protection Agency (EPA), with input from the Nebraska Department of Environmental Quality (NDEQ), reviewed the ground water data presented in the Well D Report. EPA and NDEQ agree with the North Landfill and FAR-MAR-CO PRPs that this data provides information about the Colorado Avenue plume as well as the North Landfill and FAR-MAR-Co plumes. Among other things, data from selected monitoring wells and Geoprobe sampling shows:

1. The North Landfill plume and the Colorado Avenue plume are characteristically different.
2. The Colorado Avenue plume has traveled eastward beyond the North Landfill Subsite and beyond the Bypass Road.

Based on this information, EPA has determined that additional work is necessary to address the Colorado Avenue plume that has traveled eastward beyond the North Landfill Subsite and beyond the Bypass Road. Paragraph 62 of the above-captioned

Unilateral Administrative Order (UAO) provides that EPA may require additional response activities be performed. By this letter, EPA is providing notice to Dravo Corporation that additional response activities are required under the UAO to address the ground water plume that has traveled beyond the North Landfill Subsite and the Bypass Road. EPA is calling this effort Phase IV of the ground water remedial action. In lieu of submitting a work plan for Phase IV within the timeframe set forth in Paragraph 63 of the UAO, EPA is allowing a 30 day period for Dravo to arrange for a meeting or other discussions with EPA. This conference period would be followed by Dravo's presentation of a work plan for the Phase IV remedial action. Dravo's Phase IV remedial action work plan shall be provided to EPA within 90 days after the conference period.

The EPA is aware that computer modeling simulations presented in the Well D Report suggest that all three ground water contaminant plumes are being captured by the Well D pumping system. EPA does not agree with that suggestion, based on its review of the ground water monitoring data presented in the Well D Report. The EPA does not believe that current response actions being conducted by the North Landfill and FAR-MAR-CO PRPs are adequately containing the Colorado Avenue plume.

A copy of this letter is being transmitted to Dr. Brian Zurbuchen at NDEQ. If you wish to discuss this matter, please contact me at (913) 551-7711.

Sincerely,

Darrell Sommerhauser
Remedial Project Manager
Iowa/Nebraska Remedial Branch
Superfund Division

enclosure

cc: Brian Zurbuchen, PhD., NDEQ
Laura Chipley, ENSR
Joe Rowe, B&V

Itemized Cost Summary

COLORADO GW, HASTINGS, NE SITE ID = 07 MA

COLORADO SC, HASTINGS, NE SITE ID = 07 MB

HASTINGS HASTINGS GROUNDWATER CONTAMINAT, HASTINGS, NE SITE ID = 07 S2

Operable Unit(s): 01, 09

Hastings Col Ave. Periods 1-13 with HQ rates for AA, CLP & Indirect
with PJI Computation

REGIONAL PAYROLL COSTS	\$525,343.62
HEADQUARTERS PAYROLL COSTS	\$26.12
REGIONAL TRAVEL COSTS	\$7,092.72
ALTERNATIVE REMEDIAL CONTRACT SUPPORT (ARCS) CONTRACT	
MORRISON KNUDSEN (68-W9-0025)	\$974,545.68
ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT	
DYNAMAC CORPORATION (68-S7-0021)	\$37,197.68
DYNAMAC (68-W4-0039)	\$16,488.52
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT) CONTRACT	
ICF TECHNOLOGY INC. (68-01-7456)	\$24,810.26
ICF TECHNOLOGY INC. (68-D1-0135)	\$25,166.91
MANTECH ENVIRONMENTAL TECHNOLOGIES, INC. (68-D6-0003)	\$7,826.96
MANTECH ENVIR. TECH INC. (68-W0-1011)	\$439.22
GENERAL OFFICE & ADMIN SUPPORT	
RIOJAS ENTERPRISES, INC. (68-R7-0101)	\$2,884.00
INTERAGENCY AGREEMENT (IAG)	
DEPARTMENT OF INTERIOR (DW14436101)	\$3,065.55
REMEDIAL (REM) CONTRACT	
CAMP, DRESSER & MCKEE (68-01-6939)	\$274,124.77
CH2M HILL (68-01-7251)	\$1,167,631.74
RESPONSE ACTION CONTRACT (RAC)	
BLACK & VEATCH (68-W5-0004)	\$997,173.94
STATE COOPERATIVE AGREEMENT (SCA)	

Itemized Cost Summary

COLORADO GW, HASTINGS, NE SITE ID = 07 MA

COLORADO SC, HASTINGS, NE SITE ID = 07 MB

HASTINGS HASTINGS GROUNDWATER CONTAMINAT, HASTINGS, NE SITE ID = 07 S2

Operable Unit(s): 01, 09

Hastings Col Ave. Periods 1-13 with HQ rates for AA, CLP & Indirect
with PJI Computation

NEBRASKA DEPT OF ENVIRONMENTAL QUALITY (732401)	\$15,437.87
NEBRASKA DEPT OF ENVIRONMENTAL QUALITY (V99753198)	\$8,402.00
TECHNICAL ENFORCEMENT SUPPORT (TES) CONTRACT	
CAMP, DRESSER & MCKEE (68-01-7331)	\$34,414.47
JACOBS ENGINEERING (68-01-7351)	\$24,817.09
METCALF & EDDY (68-W9-0007)	\$123,528.13
TECHNICAL SERVICES & SUPPORT	
VIAR (68-D9-0135)	\$118,947.55
DYNCORP INFO & ENGINEERING TECH. (68-W0-1034)	\$48.51
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$1,833.49
MISCELLANEOUS COSTS (MIS)	\$1,812.26
EPA INDIRECT COSTS	\$1,509,394.91
EPA COSTS BEFORE PREJUDGMENT INTEREST	\$5,902,453.97
Prejudgment Interest	\$2,764,135.43
Total Site Costs:	\$8,666,589.40

U.S. v. Dravo Corp., et al. (Colorado Avenue Subsite) Consent Decree Appendix I

SUPPLEMENTAL REPORT ON A TITLE SEARCH

To: Lawrence A. Demase
Reed Smith LLP
435 Sixth Avenue
Pittsburgh, PA 15219-1886

PRAIRIE TITLE, INC., hereby certifies that the undersigned registered abstracter has examined the records in the offices of the Register of Deeds, County Treasurer, District Court and County Court of Adams County, Nebraska, and the office of the City Treasurer of Hastings, Nebraska, with reference to the following described property, and from such examination finds as follows:

LIMITS OF SEARCH: This search covers the period from the recordation of the deed of record on December 21, 1983, to July 12, 2005, at 9:00 a.m. No inquiry, search, or examination has been made of the Federal Courts for pending cases or bankruptcy proceedings.

DATE OF SEARCH: August 22, 2005, at 9:00 a.m.

DESCRIPTION OF LAND:

Tract 1: A tract of land comprising a part of Lots Three (3), Four (4) and Five (5), in Block Twenty-Six (26), in Johnson's Addition to the City of Hastings, Adams County, Nebraska, according to the recorded plat thereof, more particularly described as follows: Beginning at a point on the East line of said Block 26, said point being 2.44 feet North of the Southeast corner of said Lot 5; thence Westerly parallel to the South line of said Lot 5, a distance of 135 feet; thence Northerly parallel to the West line of said Lots, 3, 4 and 5, a distance of 70.44 feet; thence Easterly a distance of 135 feet to a point on the East line of said Block 26, said point being 1.21 feet South of the Northeast corner of said Lot 3; thence Southerly along the East line of said Block 26, a distance of 71.35 feet to the point of beginning

Tract 2: All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Block Twenty-Seven (27), Johnson's Addition to the City of Hastings, Adams County, Nebraska, according to the recorded plat thereof, together with the vacated alley in said Block situated between said Lots One to Seven (1 to 7), inclusive, on the East and Lots Twenty to Twenty-Six (20 to 26), inclusive, on the West

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LAST GRANTEE OF RECORD IS/ARE:

Tract 1: MTB, LLC, a Nebraska limited liability company, by virtue of corporation warranty deed from DESCO Corporation, formerly Marshalltown Instruments, Inc., an Ohio corporation, by virtue of corporation warranty deed recorded October 4, 2000, as Instrument No. 20004385 in the office of the Register of Deeds of Adams County, Nebraska.

Tract 2: Desco Corporation, an Ohio corporation, formerly known as Marshalltown Instruments, Inc., an Ohio corporation, by virtue of deed recorded December 21, 1983, as Instrument No. 833519 in the office of the Register of Deeds of Adams County, Nebraska. Certificate of agreement of merger recorded October 4, 2000, as Instrument No. 20004389 in the office of the Register of Deeds of Adams County, Nebraska.

SUBJECT TO THE FOLLOWING ENCUMBRANCES AND CONDITIONS:

REAL ESTATE TAXES:

General real estate taxes for that part of Lots 3, 4 and 5, Block 26, for 2004, in the amount of \$1,139.04 and prior years are shown as paid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-808)

General real estate taxes for Lots 1 through 4, except the South 2.125 feet of Lot 4, Block 27, for 1999 and prior years are shown as paid. General real estate taxes for 2000, in the amount of \$4,148.07, plus accrued interest; for 2001, in the amount of \$4,280.68, plus accrued interest; for 2002, in the amount of \$4,416.38, plus accrued interest; for 2003, in the amount of \$4,659.74, plus accrued interest; and for the first half of 2004, in the amount of \$2,308.98, plus accrued interest, are unpaid and delinquent. General real estate taxes for the second half of 2004, in the amount of \$2,308.98 (delinquent September 1, 2005) are shown as unpaid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-812) Note: Taxes for 2000, 2001, 2002 and 2003 were purchased by a private investor who holds rights to foreclose tax lien against property.

General real estate taxes for the South 2.125 feet of Lot 4 and all of Lots 5 through 7, Block 27, for 1999 and prior years are shown as paid. General real estate taxes for 2000, in the amount of \$1,770.63, plus accrued interest; for 2001, in the amount of \$1,588.05, plus accrued interest; for 2002, in the amount of \$1,638.40, plus

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accrued interest; for 2003, in the amount of \$1,728.68, plus accrued interest; and for the first half of 2004, in the amount of \$856.59, plus accrued interest, are unpaid and delinquent. General real estate taxes for the second half of 2004, in the amount of \$856.59 (delinquent September 1, 2005) are shown as unpaid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-814) Note: Taxes for 2000, 2001, 2002 and 2003 were purchased by a private investor who holds rights to foreclose tax lien against property.

General real estate taxes for Lots 8 through 13, Block 27, for 2000 and prior years are shown as paid. General real estate taxes for 2001, in the amount of \$420.69, plus accrued interest; for 2002, in the amount of \$434.02, plus accrued interest; for 2003, in the amount of \$457.94, plus accrued interest; and for the first half of 2004, in the amount of \$226.92, plus accrued interest, are unpaid and delinquent. General real estate taxes for the second half of 2004, in the amount of \$226.91 (delinquent September 1, 2005) are shown as unpaid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-816) Note: Taxes for 2001, 2002, 2003 and the first half of 2004 were purchased by a private investor who holds rights to foreclose tax lien against property.

General real estate taxes for the West 127 feet of Lots 19 through 22, Block 27, for 1999 and prior years are shown as paid. General real estate taxes for 2000, in the amount of \$305.49, plus accrued interest; for 2001, in the amount of \$184.77, plus accrued interest; for 2002, in the amount of \$190.63, plus accrued interest; for 2003, in the amount of \$201.13, plus accrued interest; and for the first half of 2004, in the amount of \$99.67, plus accrued interest, are unpaid and delinquent. General real estate taxes for the second half of 2004, in the amount of \$99.66 (delinquent September 1, 2005) are shown as unpaid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-822)

General real estate taxes for the East 16 feet of Lots 19 through 23, Block 27, for 2004 and prior years have been paid by St. Joseph and Grand Island Railway Company due to a clerical error at the Adams County Assessor's office. (Tax I.D. No. 284-824)

General real estate taxes for the West 127 feet of Lot 23 and all of Lots 24 through 26, Block 27, for 1999 and prior years are shown as paid. General real estate taxes for 2000, in the amount of \$666.59, plus accrued interest; for 2001, in the amount of \$1,957.71, plus accrued interest;

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for 2002, in the amount of \$2,019.77, plus accrued interest; for 2003, in the amount of \$2,131.07, plus accrued interest; and for the first half of 2004, in the amount of \$1,055.98, plus accrued interest, are unpaid and delinquent. General real estate taxes for the second half of 2004, in the amount of \$1,055.98 (delinquent September 1, 2005) are shown as unpaid. General real estate taxes for 2005 and subsequent years not yet due and payable. (Tax I.D. No. 284-826) Note: Taxes for 2000, 2001, 2002 and 2003 were purchased by a private investor who holds rights to foreclose tax lien against property.

UNRELEASED MORTGAGES/DEEDS OF TRUST:

None.

PENDING SUITS:

Adams County District Court Case No. CI05-169, KLH Retirement Planning Ltd. v. DESCO Corporation, fka Marshalltown Instruments, Inc., foreclosure of tax sale against property known as Tax I.D. No. 284-826.

Adams County District Court Case No. CI05-492, First National Acceptance Co. v. Marshalltown Instruments, Inc., aka DESCO Corporation, foreclosure of tax sale against property known as Tax I.D. No. 284-814.

NOTE:

No easements or restrictions have been recorded against the above described properties since the report of title completed in 1989.

Environmental Protection Agency filings affecting the subject premises and other documents related to remediation of groundwater contamination thereon have been omitted from this report at the request of the customer.

DATED this 22nd day of August, 2005.

PRAIRIE TITLE, INC.

BY:

Jerry L. Munsell
Registered Abstracter
Certificate of Authority No. 528
420 West 5th Street, Suite 103
Hastings, NE 68901
402.463.6673

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